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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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EXAMINER

KALINOWSKI, ALEXANDER G

ART UNIT PAPER NUMBER

3626

DATE MAILED: 03/24/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

10/051,645

Applicant(s)

LABELLE ET AL.

Examiner

Alexander Kalinowski

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 18 January 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-34 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-34 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 2.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

1. Claims 1-34 are presented for examination.

Claim Rejections - 35 USC § 112

2. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 1-14 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The claims appear to be directed to both an apparatus and a method of using the apparatus. It is unclear whether the Applicant is trying to claim the apparatus or the method of using the apparatus. For purposes of applying prior art, the Examiner will assume the Applicant meant to claim the method steps of using the apparatus.

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1-9, 11-13, 15-21, 23-31, and 33-34 are rejected under 35 U.S.C. 103(a) as being unpatentable over information available from the web site of InsureMarket (hereinafter InsureMarket) in view of Freedman et al., Pub. No. US 2002/0002475 (hereinafter Freedman).

As to claim 1, InsureMarket discloses A network-based system for facilitating the dispensing of insurance (Quicken InsureMarket Home Page), the system being configured to:

receive policy information from a plurality of insurance companies, the policy information including at least insurance rates and underwriting guidelines (Quotes and Purchasing Page and How InsureMarket Works);

contract with insurance companies to sell the companies' insurance policies in accordance with the policy information (How InsureMarket works);

receive data via the network from a customer, the data including at least identification of the desired type of insurance and parameters applicable to the underwriting guidelines (i.e. purchase policies)(Quicken InsureMarket Home Page and);

provide to the customer via the network, insurance rates for insurance policies from a plurality of competing insurance companies, the insurance company offering each policy being identified ((Quotes and Purchasing Page) ;

receive from the customer via the network instructions to purchase an insurance policy (i.e. purchase policies)(Quicken InsureMarket Home Page);

receive a payment or a promise to pay (i.e. purchase screen)(How InsureMarket Works)

InsureMarket does not explicitly disclose

facilitate the electronic distribution of proof of coverage to the location of the customer.

However, Freedman discloses facilitate the electronic distribution of proof of coverage to the location of the customer (i.e. digital applicant files ... binders ... digital

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policy and account information)(paragraphs 113, 114, and 140). . It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include facilitate the electronic distribution of proof of coverage to the location of the customer as disclosed by Freedman within InsureMarket for the motivation of providing insurance through the use of state of the art technology to achieve efficiencies and cost savings over conventional systems (paragraphs 10-11).

As to claim 2, InsureMarket discloses The system according to Claim 1 wherein:
the network is the Internet (Quicken InsureMarket Home Page);
the data is input directly by the customer into a computer accessed by the customer (How InsureMarket works);
the instructions to purchase the insurance policy are input directly by the customer into a computer accessed by the customer(How InsureMarket works);
the payment or promise to pay is received via the Internet and input directly by the customer into a computer accessed by the customer(How InsureMarket works).

InsureMarket and Freedman do not explicitly disclose
the electronic distribution includes printing at the location of the customer, via a printer accessed by the customer, a document providing proof of coverage.

However, the Examiner takes official notice that it was well known in ht electronic arts to provide a hardcopy of an electronic document via a printer. The motivation was to provide a hardcopy receipt of the transaction/agreement undertaken by the user. It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the electronic distribution includes printing at the location of the

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customer, via a printer accessed by the customer, a document providing proof of coverage within InsureMarket and Freedman for the motivation stated above.

As to claim 3. InsureMarket does not explicitly disclose The system according to Claim 2:

the system being further configured to receive customers from insurance agents.

However, Freedman discloses the system being further configured to receive customers from insurance agents (paragraph 103). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the system being further configured to receive customers from insurance agents as disclosed by Freedman within InsureMarket for the motivation stated in claim 1.

InsureMarket and Freedman do not explicitly disclose

the insurance agents performing advertising; and

the advertising including at least registering with at least one search engine.

However, the Examiner takes official notice that it was well known in the electronic advertising arts to advertise registering with a search engine. The motivation would have been to obtain payment for services rendered. It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the insurance agents performing advertising; and the advertising including at least registering with at least one search engine within InsureMarket and Freedman for the motivation stated above.

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As to claim 4, InsureMarket discloses the system according to Claim 3, the system being further configured to: pay the insurance companies premiums (How InsureMarket works).

InsureMarket does not explicitly disclose
pay the insurance agents commissions.

However, Freedman discloses pay the insurance agents commissions (paragraph 103). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed by Freedman within InsureMarket for the motivation stated in claim 1.

As to claim 5, InsureMarket discloses The system according to Claim 4: the policy information being received via the Internet (Quicken InsureMarket Home Page); and
the contracting with insurance companies being via the Internet (Quicken InsureMarket Home Page).

As to claim 6, InsureMarket discloses The system according to Claim 2, the policy information being received via the Internet (Quicken InsureMarket Home Page).

As to claim 7, InsureMarket discloses The system according to Claim 6, the contracting with insurance companies being via the Internet (How InsureMarket works).

As to claim 8, InsureMarket discloses The system according to Claim 7, the system being further configured to:
store the policy information(How InsureMarket works);;
store the data(How InsureMarket works);; and

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provide customer service (Customer Service).

InsureMarket does not explicitly disclose the customer service including at least notifying customers of changes in the policy information.

However, Freedman discloses the customer service including at least notifying customers of changes in the policy information (paragraph 142).). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed by Freedman within InsureMarket for the motivation stated in claim 1.

As to claim 9, InsureMarket does not explicitly disclose The system according to Claim 8, the system being further configured to provide claims service.

However, Freedman discloses the system being further configured to provide claims service (paragraphs 123-125). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the aforementioned limitation as disclosed by Freedman within InsureMarket for the motivation stated in claim 1.

As to claim 11, InsureMarket discloses The system according to Claim 1:
the data being input into a computer on behalf of the customer;
the instructions to purchase being input on behalf of the customer;
the payment or promise to pay being received from the customer as shown in claim 1.

InsureMarket does not explicitly disclose

An insurance agent inputting on behalf of a customer;

the electronic distribution includes, a document providing proof of coverage.

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However, Freedman discloses the electronic distribution of proof of coverage to the location of the customer (i.e. digital applicant files ... binders ... digital policy and account information)(paragraphs 113, 114, and 140). . It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include facilitate the electronic distribution of proof of coverage to the location of the customer as disclosed by Freedman within InsureMarket for the motivation of providing insurance through the use of state of the art technology to achieve efficiencies and cost savings over conventional systems (paragraphs 10-11).

InsureMarket and Freedman do not explicitly disclose the printing being via a printer controlled by the insurance agent, printing at the location of the customer; and the insurance agent giving the document to the customer.

However, the Examiner takes official notice that it was well known in the insurance to print a copy of a policy of an insured. The motivation was to provide a hardcopy of the agreement undertaken by the insured.

As to claim 12, InsureMarket discloses The system according to Claim 1, the insurance being automobile insurance (Quicken InsureMarket Home Page).

As to claim 13, InsureMarket discloses The system according to Claim 1, the insurance being specialty insurance (Quicken InsureMarket Home Page).

As to claims 15-21, 23-31 and 33-34, the claims are substantially similar to claims 1-9 and 11-13 and are rejected on the same basis.

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6. Claims 10, 14, 22, and 32 are rejected under 35 U.S.C. 103(a) as being unpatentable over InsureMarket and Freedman as applied to claims 1, 7, 15, and 26 above, and further in view of Chapman et al., Pub. No. 2003/0004759 (hereinafter Chapman).

As to claim 10, InsureMarket discloses The system according to Claim 7: the insurance being selected from the group consisting of automobile insurance and specialty insurance (Quicken InsureMarket Home Page). InsureMarket and Freedman d not explicitly disclose the insurance providing coverage in a country other than the one in which the customer resides.

However, Chapman discloses the insurance providing coverage in a country other than the one in which the customer resides (paragraph 21). It would have been obvious to one of ordinary skill in the art at the time of Applicant's invention to include the insurance providing coverage in a country other than the one in which the customer resides as disclosed by Chapman within InsureMarket and Freedman for the motivation of saving time and realizing cost savings (paragraphs 5-7)

As to claims 14, 22, and 32, the claims are substantially similar in scope to claim 10 and are rejected on the same basis.

Conclusion

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.
8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Alexander Kalinowski, whose telephone number is (703) 305-2398. The examiner can normally be reached on Monday to Thursday from 9:00 AM to 6:30 PM. In addition, the examiner can be reached on alternate Fridays.

If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, Joseph Thomas, can be reached on (703) 305-9588. The fax telephone number for this group is (703) 305-7687 (for official communications including After Final communications labeled "Box AF").

Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 7th Floor, receptionist.



Alexander Kalinowski

Primary Examiner

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3/19/2004